



THOMAS L. GARTHWAITE, M.D.
Director and Chief Medical Officer

FRED LEAF
Chief Operating Officer

COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES
313 N. Figueroa, Los Angeles, CA 90012
(213) 240-8101

BOARD OF SUPERVISORS

Gloria Molina
First District

Yvonne Brathwaite Burke
Second District

Zev Yaroslavsky
Third District

Don Knabe
Fourth District

Michael D. Antonovich
Fifth District

June 17, 2004

Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF TWO LABORATORY SPECIMEN TRANSPORTATION SERVICES
AGREEMENT AMENDMENTS (All Districts) (3 Votes)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and authorize the Director of Health Services, or his designee, to sign Amendment No. 5 to Agreement No. H-212732 with NOW Medical Services (Exhibit I) to extend the term of the Agreement on a month-to-month basis, from July 1, 2004 through December 30, 2004, at an estimated cost of \$70,000, fully offset by revenue collected from community based organizations.
2. Approve and authorize the Chairman, or his designee, to sign Amendment No. 6 to Agreement No. 71250 with Consolidated Routing (Exhibit II) to extend the term of the Agreement on a month-to-month basis, from July 1, 2004 through December 30, 2004, at an estimated cost of \$193,741, net County cost.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION(S):

In approving the recommended actions, the Board is allowing for the continued provision of laboratory specimen transportation services for the Department of Health Services (DHS) and Public Health (PH) laboratory from NOW Medical Services and Consolidated Routing, while the Request for Proposal (RFP) process is reviewed.

FISCAL IMPACT / FINANCING:

The estimated total cost to extend the term of Agreement No. H-212732 for six months is \$70,000, fully offset by fees collected from community based organizations. The estimated total cost to extend the term of Agreement No. 71250 for six months is \$193,741. Funds for the extension are included in the Fiscal Year 2004-05 Proposed Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

On June 19, 2001, the Board approved Agreement No. H-212732 with NOW Medical Services for the provision of laboratory specimen transportation services at the Department's public health facilities, public health laboratories, and community based organizations. On subsequent occasions, the Board has approved four additional amendments to extend the Agreement through June 30, 2004. DHS determined that the NOW Medical Services Agreement was not considered a Proposition A agreement at the time because the Agreement was considered temporary pending the release of an RFP.

On February 17, 1998, the Board approved Proposition A Agreement No. 71250 with First Class Services for the provision of laboratory specimen transportation services at DHS hospitals and other County facilities. Subsequently, three amendments were approved by the Board to extend the Agreement through December 31, 2002. On June 19, 2003, the Board approved Amendment No. 4 to officially accept the delegation and assignment of rights from First Class Services to California Courier, dba Consolidated Routing, and to extend the Agreement through December 31, 2003. A subsequent Amendment extended the Agreement through June 30, 2004. Consolidated Routing will be receiving an increase in rates for this six-month time period of \$2 per stop, and an additional \$0.75 to \$1.50 per mile for miles outside the daily route.

The recommended extension amendments have been approved as to form by County Counsel.

Attachment A provides additional information.

CONTRACTING PROCESS:

On January 7, 2002, DHS released an RFP for the provision of laboratory specimen transportation services for DHS and PH. Three vendors submitted proposals. Progress on the RFP was delayed for a variety of reasons including staff departure and reassignment, determination of financial capability, and scoring of the proposals. Because the RFP process is now two years' old, DHS is reviewing that process to determine whether the solicitation matches the Department's current needs.

The RFP was advertised on the Los Angeles County Online Web Site and in local newspapers.

The Honorable Board of Supervisors
June 17, 2003
Page 3

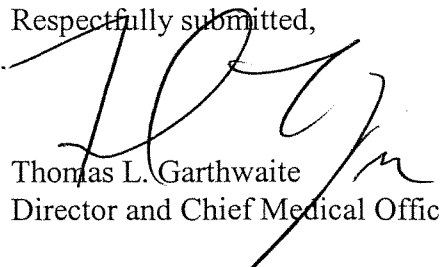
Current County policy and guidelines require the timely submission of contracts for Board approval. However, this Amendment was not scheduled for the Board agenda three weeks prior to its expiration because of a delay in obtaining contractors' agreement for continued services.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

Laboratory specimen transportation services will continue uninterrupted.

When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,



Thomas L. Garthwaite
Director and Chief Medical Officer

TLG:dar

Attachments (3)

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors

bllabtrans.dar

SUMMARY OF AGREEMENT AMENDMENTS

1. TYPE OF SERVICE:

Laboratory specimen transportation services.

2. AGENCY ADDRESSES AND CONTACT PERSONS:

NOW Medical Services
1641 ½ Westwood Blvd.
Los Angeles, CA 90024
Attention: Larry Shapiro, President
Telephone No. (310) 479- 4520

California Courier Services, Inc.
dba Consolidated Routing
11933 Woodruff Avenue
Downey, CA 90241
Attention: Donna S. Kronson
Telephone No. (562) 401- 0014

3. TERM:

On June 19, 2001, the Board approved Agreement No. H-212732 with NOW Medical Services. Subsequent amendments extended the agreement through June 30, 2004. Amendment No. 5 will become effective July 1, 2004, and will continue on a month-to-month basis through December 31, 2004. On February 17, 1998, the Board approved Prop A Agreement No. 71250 with Consolidated Routing. Subsequent amendments extended the agreement through June 30, 2004. Amendment No. 6 will become effective July 1, 2004, and will continue on a month-to-month basis through December 31, 2004.

4. FINANCIAL INFORMATION:

The cost of the extension NOW Medical Services is \$70,000, 100% offset by revenue and for Consolidated Routing, the cost is \$193,741, net County Cost.

5. GEOGRAPHIC AREA SERVED:

All Districts.

6. APPROVALS:

Public Health Laboratory:
DHS Laboratory:
Contract Administration:
County Counsel:

Sydney Harvey, Ph.D., Director
Phyllis Thornton, M.D., Director
Irene E. Riley, Director
Robert Ragland, Senior Deputy County
Counsel

Contract No. H-212732-5

LABORATORY SPECIMEN TRANSPORTATION SERVICES AGREEMENT

AMENDMENT NO. 5

THIS AMENDMENT is made and entered into this _____ day
of _____, 2004,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

NOW MEDICAL SERVICES
(hereafter "Contractor")

WHEREAS, reference is made to that certain document entitled
"LABORATORY SPECIMEN TRANSPORTATION SERVICES AGREEMENT", dated
June 19, 2001, and further identified as County Agreement No.
H-212732, and any Amendments thereto (all hereafter referred to
as "Agreement"); and

WHEREAS, Agreement is slated to expire on June 30, 2004; and

WHEREAS, it is the intent of the parties hereto to amend the
Agreement to extend its term and make the changes described
hereinafter.

WHEREAS, the Agreement provides that changes may be made in
the form of a written amendment which is formally approved and
executed by the parties; and

NOW THEREFORE, the parties hereby agree as follows:

1. This Amendment will extend the term of the Agreement for
six (6) months, on a month-to-month basis, beginning July 1, 2004

through December 31, 2004.

2. Paragraph 56, CONTRACTOR RESPONSIBILITY AND DEBARMENT, shall be deleted in its entirety and replaced as follows:

"56. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. A responsible contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

B. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor on this Agreement or other contracts which indicates that the Contractor is not responsible, County may, in addition to other remedies provided in the contract, debar Contractor from bidding on County contracts for a specified period of time not to exceed three (3) years, and terminate this Agreement and any or all existing contracts Contractor may have with County.

C. County may debar Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated

any term of this Agreement or other contact with County, (2) committed any act or omission which negatively reflects on Contractor's quality, fitness, or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

D. If there is evidence that Contractor may be subject to debarment, Director will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the County's Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor or the Contractor's representative, or both, shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and,

if so, the appropriate length of time of the debarment. If Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, Contractor shall be deemed to have waived all rights of appeal.

F. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors which shall have the right of its sole discretion to modify, deny, or adopt the proposed decision and recommendation of the Hearing Board.

G. These terms shall also apply to any subcontractors of Contractor, vendor, or principal owner of Contractor, as defined in Chapter 2.202 of the County Code."

3. Paragraph 52, CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM, shall be deleted in its entirety and replaced as follows:

"52. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County contracts are in compliance with their court-ordered child, family, and spousal support obligations in order to

mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall, during the term of this Agreement, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.55, and shall implement all lawfully served Wage and Earnings Withholding Orders of Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b)."

4. Paragraph 51, TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM, shall be deleted in its entirety and replaced as follows:

"51. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:
Failure of Contractor to maintain compliance with the requirements set forth in "CONTRACTOR'S WARRANTY OF

ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM"

herein below shall constitute a default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate this Agreement pursuant to "TERMINATION FOR DEFAULT" and pursue debarment of Contractor pursuant to County Code Chapter 2.202."

5. During the extended period, Contractor shall be compensated according to the same payment provisions and same rate(s) specified in the Agreement.

6. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

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Director of Health Services, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

NOW MEDICAL SERVICES
Contractor

By _____
Signature

Print Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL

By _____
Deputy

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Irene E. Riley, Director
Contract Administration

NOW5

LABORATORY SPECIMEN TRANSPORTATION SERVICES AGREEMENT

AMENDMENT NO. 6

THIS AMENDMENT is made and entered into this _____ day
of _____, 2004,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

CONSOLIDATED ROUTING
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled
"LABORATORY SPECIMEN TRANSPORTATION SERVICES AGREEMENT", dated
February 17, 1998, and further identified as County Agreement No.
71250, and any Amendments thereto (all hereafter referred to as
"Agreement"); and

WHEREAS, Agreement is slated to expire on June 30, 2004; and

WHEREAS, it is the intent of the parties hereto to amend the
Agreement to extend its term and make the changes described
hereinafter.

WHEREAS, the Agreement provides that changes may be made in
the form of a written amendment which is formally approved and
executed by the parties; and

NOW THEREFORE, the parties hereby agree as follows:

1. This Amendment will extend the term of the Agreement for
six (6) months, beginning July 1, 2004, through December 31, 2004.

2. Paragraph 36, CONTRACTOR RESPONSIBILITY AND DEBARMENT, shall be deleted in its entirety and replaced as follows:

"36. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. A responsible contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

B. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor on this Agreement or other contracts which indicates that the Contractor is not responsible, County may, in addition to other remedies provided in the contract, debar Contractor from bidding on County contracts for a specified period of time not to exceed three (3) years, and terminate this Agreement and any or all existing contracts Contractor may have with County.

C. County may debar Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of this Agreement or other contract with County, (2) committed any act or omission which negatively reflects on Contractor's quality, fitness,

or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

D. If there is evidence that Contractor may be subject to debarment, Director will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the County's Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor or the Contractor's representative, or both, shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. If Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, Contractor shall be deemed to have waived all rights of appeal.

F. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors which shall have the right of its sole discretion to modify, deny, or adopt the proposed decision and recommendation of the Hearing Board.

G. These terms shall also apply to any subcontractors of Contractor, vendor, or principal owner of Contractor, as defined in Chapter 2.202 of the County Code."

3. Paragraph 32, CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM, shall be deleted in its entirety and replaced as follows:

"32. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County contracts are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all

applicable provisions of law, Contractor warrants that it is now in compliance and shall, during the term of this Agreement, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.55, and shall implement all lawfully served Wage and Earnings Withholding Orders of Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b)."

4. Paragraph 33, TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM, shall be deleted in its entirety and replaced as follows:

"33. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM : Failure of Contractor to maintain compliance with the requirements set forth in "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM" herein below shall constitute a default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate this Agreement pursuant to "TERMINATION FOR DEFAULT" and pursue debarment of

Contractor pursuant to County Code Chapter 2.202."

5. That Exhibit "C", Payment, be replaced with Exhibit "C-1", Payment, attached hereto and incorporated herein by reference.

6. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Director of Health Services,

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Director of Health Services, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

CONSOLIDATED ROUTING

Contractor
By Donna Kronson
Signature
Donna Kronson
Print Name

Title Vice President, Marketing
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM:
BY THE OFFICE OF THE COUNTY COUNSEL

By _____
Deputy

APPROVED AS TO CONTRACT
ADMINISTRATION:
Department of Health Services

By Irene E. Riley, Director
Contract Administration

cons05

EXHIBIT C-1

PAYMENT

Subject to the payment provisions of the body of this Agreement, County shall compensate Contractor hereunder as follows:

Scheduled Stops:

- \$10.00 per stop

Regular Stats:

- 6:00 a.m. - 6:00p.m. Mon-Fri/\$1.35 per mile/\$15 minimum
- 6:00 p.m. - 6:00a.m. Mon-Fri/\$1.75 per mile/\$35 minimum

Super Stats:

- 6:00 a.m. - 6:00p.m. Mon-Fri/\$2.00 per mile/\$25 minimum
- 6:00 p.m. - 6:00a.m. Mon-Fri/\$2.25 per mile/\$35 minimum

Weekends and Holidays:

- \$2.50 per mile/\$50.00 Minimum

LABORATORY SPECIMEN TRANSPORTATION SERVICES AGREEMENT

AMENDMENT NO. 6

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B. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor on this Agreement or other contracts which indicates that the Contractor is not responsible, County may, in addition to other remedies provided in the contract, debar Contractor from bidding on County contracts for a specified period of time not to exceed three (3) years, and terminate this Agreement and any or all existing contracts Contractor may have with County.

C. County may debar Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of this Agreement or other contract with County, (2) committed any act or omission which negatively reflects on Contractor's quality, fitness,

or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

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F. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors which shall have the right of its sole discretion to modify, deny, or adopt the proposed decision and recommendation of the Hearing Board.

G. These terms shall also apply to any subcontractors of Contractor, vendor, or principal owner of Contractor, as defined in Chapter 2.202 of the County Code."

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As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all

applicable provisions of law, Contractor warrants that it is now in compliance and shall, during the term of this Agreement, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.55, and shall implement all lawfully served Wage and Earnings Withholding Orders of Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b)."

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Contractor pursuant to County Code Chapter 2.202."

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Director of Health Services, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

CONSOLIDATED ROUTING

Contractor
By Danna Kronson
Signature
Danna Kronson
Print Name

Title Vice President, Marketing
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM:
BY THE OFFICE OF THE COUNTY COUNSEL

By _____
Deputy

APPROVED AS TO CONTRACT
ADMINISTRATION:
Department of Health Services

By _____
Irene E. Riley, Director
Contract Administration

consos

EXHIBIT C-1

PAYMENT

Subject to the payment provisions of the body of this Agreement, County shall compensate Contractor hereunder as follows:

Scheduled Stops:

- \$10.00 per stop

Regular Stats:

- 6:00 a.m. - 6:00p.m. Mon-Fri/\$1.35 per mile/\$15 minimum
- 6:00 p.m. - 6:00a.m. Mon-Fri/\$1.75 per mile/\$35 minimum

Super Stats:

- 6:00 a.m. - 6:00p.m. Mon-Fri/\$2.00 per mile/\$25 minimum
- 6:00 p.m. - 6:00a.m. Mon-Fri/\$2.25 per mile/\$35 minimum

Weekends and Holidays:

- \$2.50 per mile/\$50.00 Minimum